

STATE OF LOUISIANA  
Department of Transportation and Development

REQUEST FOR PROPOSALS  
FOR  
RFP Solicitation No.3000000703

Advanced Traffic Management System (ATMS) Software  
Statewide

October 21, 2011

Proposal Submission Deadline:  
December 12, 2011 by 3:00 p.m. CST

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## **1. GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Department of Transportation and Development (herein referred to as the DOTD) for the purpose of providing a modular based Advanced Traffic Management System (ATMS) solution in accordance with the Concept of Operations and High Level Functional Requirements located in Attachments VI and VII, respectively.

The ATMS will be used for surveillance, incident and traffic management, dissemination of traveler information, planned and unplanned incident data entry, and Roadway Safety Incident Program (RSIP) vehicle coordination within the DOTD's Traffic Management Centers (TMCs). The ATMS shall be created in accordance with all applicable regional and statewide ITS architectures, software coding standards, and federal rules governing ITS and Systems Engineering (SE) processes. Limits of the proposed contract shall be statewide and include the following TMCs facilitated by DOTD:

Combined Statewide and Baton Rouge Regional TMC, Baton Rouge, LA

DOTD Regional TMCs:

- Lafayette Regional TMC (District 03) (Future)
- New Orleans Regional TMC (Districts 02, 62)
- Shreveport/Bossier Regional TMC (District 04)

DOTD Local TMCs:

- Alexandria – District 08 (Future)
- Houma – District 02
- Lake Charles – District 07 (Future)
- Monroe – District 05 (Future)

### ***1.2 Background***

The Department of Transportation and Development (DOTD), Section 56, operates the Intelligent Transportation System (ITS) from its Traffic Management Centers (TMCs); the co-located statewide and regional Baton Rouge TMC, and regional TMCs located in New Orleans and Shreveport and a local TMC in Houma. The primary functions of these TMCs are:

- Surveillance of the interstates and primary roadways,
- Incident and traffic management,
- Dissemination of traveler information through the use of 511 and the other systems,
- Planned and unplanned incident data entry, and
- Roadway Safety Incident Program (RSIP) vehicle coordination.

To aid in these functions, DOTD operates and maintains several ITS field device types - such as closed circuit television (CCTV) cameras, dynamic message signs (DMS), vehicle detectors (VD), ramp meters, and highway advisory radio (HAR) installed throughout the state. Currently, multiple software packages are operated independently to manage the various ITS devices within the TMCs. As these are independent system packages, they do not allow for efficient incident response, TMC coordination, and standard operations throughout the state.

The purpose of the ATMS is to provide improved operator efficiency by consolidating many of the functions which currently utilize separate software applications into a single platform. The ATMS will provide integrated control as well as improved incident management, operations and maintenance capabilities currently not available to the TMCs, as well as consolidate current disparate databases.

By 2013, DOTD is expected to operate approximately 360 CCTV cameras (pan/tilt/zoom and fixed), 120 DMSs, 180 vehicle detectors, 45 ramp meter locations and 10 HAR sites. Currently, the field equipment consists of the following manufacturers:

CCTV Cameras: COHU, Pelco, Econolite.

CCTV Encoders: Teleste (MPEG 2/4), Axis, and Sony

DMS: Daktronics, Mark IV, 3M, and Addco

Vehicle Detection: EIS (RTMS), Wavetronics, Econolite (Auto Scope and Solo Terra) and Blue TOAD

Ramp Metering: 170/170E Controllers

HAR: Vaisala (formerly Quixote)

The current telecommunication system links the statewide and regional TMCs through various mediums including the DOTD's own fiber optic network consisting of an OC-192 gigabit (GB) network, leased metro gigabyte Ethernet circuits from AT&T (20MB – 100MB), a fractional DS-3 circuit from AT&T and circuits from the Louisiana Optical Network Initiative (LONI). DOTD continually provides improvements to the communications network, but the current high level infrastructure is graphically depicted in the Concept of Operations document, located in Attachment VI of this RFP.

### ***1.3 Scope of Services***

Attachment I (Scope of Services) details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

### ***1.4 Performance Goals and Measures***

- A. **Goals and Objectives:** The goal of the ATMS software is to provide improved operator efficiency by consolidating many of the functions which currently utilize separate software applications into a single platform. This enhanced software will provide integrated control as well as improved incident management, operations and maintenance capabilities currently not available to the TMCs, and it will also consolidate current disparate databases.

**B. Performance Measures:** The services provided by the Contractor shall be evaluated to determine that these services are provided in a timely and professional manner. The Contractor will provide the DOTD's Project Manager with a Monthly Status Report documenting the technical tasks and hours performed by each of the Contractor personnel.

**C. Monitoring Plan:** The State of Louisiana, Department of Transportation, ITS Section 56 DOTD Project Manager will monitor the performance of the Contractor by the review of the Monthly Status Report submitted by the Contractor.

### ***1.5 Project Manager***

A Project Manager has been named and that information will be provided to the successful Proposer.

## **2. ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on or about **April 30, 2012** through **April 29, 2013**. DOTD has the right to renew **at the same terms and conditions**, the contract for two additional twelve-month periods with the concurrence of the Consultant and all appropriate approvals. In no event shall the contract term exceed 36 months.

### ***2.2 Pre-proposal Conference***

***NOT APPLICABLE FOR THIS SOLICITATION.***

### ***2.3 Proposer Inquiries***

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Mr. Masood Rasoulia, P.E.  
DOTD Contracts Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, LA 70802-4438 or  
Post Office Box 94245  
Baton Rouge, Louisiana 70804-9245  
Telephone: (225) 379-1989  
Fax: (225)379-1857

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

The DOTD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 p.m. CST on the date specified in the Schedule of Events. The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services

<http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage>

and LaPAC websites

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

as an Addendum to the RFP by the deadline shown in the Calendar of Events.

Only the RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the DOTD. Any communications from any other individuals are not binding to the DOTD.

## 2.4 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. Contractor – any person having a contract with a governmental body.
- D. Vendor – any person having a contract with a governmental body.
- E. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- F. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.
- G. ATMS – Advanced Traffic Management System
- H. TMC – Traffic Management System
- I. ConOps – Concept of Operations

## 2.5 Schedule of Events

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	October 21, 2011
Deadline for receipt of Written inquiries	November 4, 2011
Issue responses to Written inquiries	November 18, 2011
Deadline for receipt of Proposals	December 12, 2011
Oral Interview/Contractor Demonstration	January 9, 2012 (on or about)
Announce Award of “Successful proposer”	February 6, 2012 (on or about)
Contract Execution	April 30, 2012 (on or about)

***NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.***

### **3. PROPOSAL INFORMATION**

#### ***3.1 Minimum Qualifications of Proposer***

Proposers must meet the following minimum qualifications at the time of contract award:

1. The Proposer shall employ on a full-time basis a minimum of one (1) Registered Professional Engineer registered in the State of Louisiana with at least five (5) years experience in Traffic Engineering, ITS, and/or Systems Engineering and with demonstrated knowledge of engineering design of transportation systems.
2. The Prime Consultant must also employ on a full-time basis:
  - a. One Systems Integrator with a minimum of five (5) years experience in design of ATMS solutions of similar size and content.
  - b. One Engineering or Information Technology Technician with a minimum of five (5) years experience in performing management and operations, system diagnostics and troubleshooting, system testing, and system maintenance of ITS systems.
  - c. One Project Manager with a minimum of 5 years of successfully managing software projects of similar size and content.
  - d. One Lead Software Developer with a minimum of five (5) years experience in leading design of ATMS solutions of similar size and content.

#### ***3.2 Determination of Responsibility***

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The DOTD must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.



### ***3.2.1 Right to Prohibit Award***

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### ***3.3 Revisions to the RFP***

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites: <http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage>

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### ***3.4 Waiver of Administrative Informalities***

The DOTD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### ***3.5 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the DOTD to award a contract. The DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the DOTD's best interest.

### ***3.6 Withdrawal of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### ***3.7 Subcontracting Information***

The DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the DOTD, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### ***3.8 Ownership of Proposal***

All materials submitted in response to this request shall become the property of the DOTD. Selection or rejection of a proposal does not affect this right.

### ***3.9 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.10 Cost of Preparing Proposals***

The DOTD shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the DOTD.

### ***3.11 Errors and Omissions in Proposal***

The DOTD will not be liable for any errors in proposals. The DOTD reserves the right to make corrections or amendments due to errors identified in proposals by DOTD or the Proposer. The DOTD, at its option, has the right to request clarification or additional information from the proposers.

### ***3.12 Contract Award and Execution***

The DOTD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the DOTD.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment III, as well as the Software License and Support Agreement included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 business\_days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, the DOTD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

## **4. RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00p.m. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Masood Rasoulia  
DOTD Contracts Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, Louisiana 70802-4338  
Telephone: (225) 379-1989  
Fax: (225) 379-1857

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000000703 and Project Name: Advance Traffic Management System (ATMS) Software** and shall be submitted **prior to 3:00 p.m. CST on Monday, December12, 2011.**

The DOTD requests that **six** hard copies of the proposal, and **one** CD-ROM of the **entire written proposal in PDF format**, be submitted to the RFP Coordinator at the address specified. At least **one** copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed, must precisely match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

#### ***4.2 Proposal Format***

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information. No pricing information should be included in the Technical Proposal. All proposals should utilize 12 point Times New Roman font for the body of the text. The left and right margins should be no less than 0.75 inches.

#### ***4.3 Cover Letter***

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. Contact information should be provided in this cover letter for the Proposer representative to be contacted for requests for clarification and additional information.

#### ***4.4 Technical and Cost Proposal***

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### ***4.5 Certification Statement***

The Proposer must sign and submit the Certification Statement shown in Attachment II.

### **5. PROPOSAL CONTENT**

#### ***5.1 Executive Summary (3 page maximum)***

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency..

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment III Sample Contracts and Attachment IV Software License and Support Agreement, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

#### ***5.2 Corporate Background, Experience and Qualifications (8 page maximum)***

The purpose of this section of the Proposal Response is to provide information to evaluate the relevant experience, resources, and qualifications of the Proposer.

In this section the Proposer should provide:

- a. A statement that the firm is technically and financially capable of providing the needed services over the project period.
- b. An organizational chart displaying the company's overall organizational structure. (one (1) page maximum)
- c. A record of prior successful experience in projects and services, within the last 5 years, similar to those sought through this RFP. (five (5) page maximum). All proposers project experience must include a concise description of the project, project costs (estimated and actual), duration of the project (start/end dates as well as on-time, early or late), key project staff and their specific project responsibility, client contact (name, telephone number, email address),
- d. A statement of the Proposer's other business or contractual obligations and the involvement in any past or current litigation.

The State reserves the right to contact references to verify information in the proposal.

***5.2.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation***

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

### ***5.3 Proposed Project Staff (10 page maximum)***

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This section shall include:

- a. Project specific organization chart, including administration, management, technical, and quality control.
- b. Resumes of the key specific staff (including management, technical, and quality control) to work on this project, including education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Each resume shall be a maximum of 1 page in length.
- c. The specific role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

### ***5.4 Proposed Approach and Methodology (15 page maximum)***

- a. Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- b. Proposer should define its functional approach in providing the services.
- c. Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- d. Describe the approach to Project Management and Quality Assurance.
- e. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

- f. Proposer should define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- g. Proposer should define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- h. Proposer should define its approach for defining system and data security.
- i. Proposer should identify areas of project risk and procedures to mitigate these risks.
- j. Proposer should define the methodology to be utilized for system design.
- k. Proposer should explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).
- l. Proposer should identify all software licensing to operate the ATMS statewide on an annual basis, specifying duration, renewal period, maximum number of users/workstations, and the maximum number of allowable device types (CCTV, DMS, HAR, Ramp Meters, Vehicle Detectors, etc.). These requirements will provide the basis for the response in Attachment V.

### ***5.5 Project Schedule (2 page maximum)***

The proposer should provide detailed schedule of the design, procurement, implementation, testing and training of a full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

### ***5.6 Compliance Matrix***

The Proposer shall complete the Compliance Matrix found in VIII to demonstrate their solutions conformance to the projects functional requirements.

### ***5.7 Cost Information***

Provide the total cost (inclusive of travel and all project expenses). The Proposer's fees and other costs, if any, shall be submitted in accordance with an attached price proposal in Attachment V. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the DOTD.

## **6. EVALUATION AND SELECTION**

### ***6.1 Evaluation Team***

The evaluation of proposals shall be accomplished by a DOTD Project Evaluation Team, which shall determine the proposal most responsive and advantageous to the DOTD, taking into consideration price and the other evaluation factors set forth in the RFP.

## **6.2 Administrative and Mandatory Screening**

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance shall be rejected from further consideration.

## **6.3 Clarification of Proposals**

DOTD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **6.4 Evaluation and Review**

Each proposal shall be rated for Category one (1) through six (6), with 0 being the lowest score and the highest possible score as shown for each category.

The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Proposed Total Cost} \times 25}{\text{Consultant's Proposed Total Cost}}$$

<b>CATEGORY</b>	<b>MAXIMUM SCORE</b>
1. Approach and Methodology	<b>5</b>
2. Experience on Similar Projects	<b>15</b>
3. Project Schedule	<b>5</b>
4. Staff Qualifications	<b>10</b>
5. Compliance Matrix	<b>15</b>
6. Hudson/Veteran Small Entrepreneurship Program	<b>10</b>
7. Cost	<b>25</b>
8. Oral Presentation/Demonstration	<b>15</b>
<b>TOTAL SCORE</b>	<b>100</b>

All Proposers will be evaluated as indicated for Categories 1 - 6. The proposer's ratings in each category will be compiled to arrive at the Tier I Proposer rating.

The DOTD, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's



program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The Proposers from Tier I who are reasonably susceptible of receiving an award will be **notified by email** with a time and date for Oral Interview / Demonstration (Item 8) tentatively scheduled on or about the week of **January 9, 2012** at DOTD Statewide TMC in Baton Rouge. **Proposers must include their email address in their proposal.** During the presentations, each Proposer will be given 2-hours total for a product demonstration (includes integrating live DOTD ITS device types, such as but not limited to CCTV, DMS, Vehicle Detectors) and questions and answers period.

The Proposer's Oral Interview/Demonstration (Item 8) will be scored, and the score will be added to the proposer's Tier I score to determine a total point score.

The Project Evaluation Team will compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

***6.4.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

**Proposer Status and Reserved Points**

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors:
  - 1 participating small entrepreneurship: 1/5th of the reserved points
  - 2 participating small entrepreneurship: 2/5ths of the reserved points
  - 3 participating small entrepreneurship: 3/5ths of the reserved points
  - 4 participating small entrepreneurship: 4/5ths of the reserved points
  - 5 or more participating small entrepreneurship: Full amount of the reserved points

***6.5 Announcement of Successful Proposer***

The DOTD will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

## **7. SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Proposer is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **7.2 Billing and Payment**

Compensation to the Proposer for services rendered will be lump sum. The amount payable under this project for services to be performed shall not exceed a maximum of **\$1,500,000**. Compensation for each phase will be based on a percentage of the lump sum bid by the Proposer, as follows:

- Familiarization with Existing Systems – 3%
- System Design – 15%
- ATMS Laboratory Testing – 15%
- Delivery / SAT Completion – 32%
  - Baton Rouge Acceptance – 8%
  - New Orleans Acceptance – 8%
  - Shreveport Acceptance – 8%
  - Houma Acceptance – 8%
- Training and Documentation – 5%
- 60-Day Burn-in Period Completion - 25%
- Warranty and Maintenance – 5%

### **7.3 Contract Terms & Conditions**

The proposer shall be required to enter into a Contract with DOTD that is **basically the same** as Attachment III. Any changes to those terms shall be negotiated if state law allows such negotiation.

### **7.4 Indemnification**

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Contractor shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### ***7.5 Confidentiality***

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the Contractor in

order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

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## **ATTACHMENT I: SCOPE OF SERVICES**

### ***1 Overview***

The selected Proposer shall provide, within 1 year from notice to proceed, a documented procedure, design, delivery and testing of an ATMS software solution that is in accordance with the Federal Highway Administrations (FHWA's) System Engineering process for use at the DOTD TMCs. This solution shall conform to and include the requirements provided in ATMS Concept of Operations and Functional Requirements, as well as incorporate the design of incident response plans as solutions within the ATMS. The Proposer shall provide 1 year of maintenance of their ATMS software starting after final acceptance.

### ***2 Tasks and Services***

#### **Task 1 - Familiarization with Existing Systems**

The Proposer will familiarize themselves with the various TMC standard operating procedures (SOPs), regional ITS architectures, the ITS Strategic Deployment Plan, the DOTD telecommunications plan, ATMS Concept of Operations and ATMS High Level Functional Requirements. Following the documentation review, the Proposer shall conduct a series of ATMS requirements reviews with the DOTD to confirm their ATMS needs. The Proposer shall provide the DOTD for review and approval a Requirements document to confirm their understanding of the DOTD's ATMS needs prior to starting the design task.

#### **Task 2 – System Design**

The Proposer shall establish and maintain a System Design and Development Program document in accordance with the FHWA's ITS System Engineering process. This document is to ensure compliance with the technical requirements of this RFP. The System Design and Development Program document will be reviewed and approved by the DOTD Project Manager.

The Proposers traffic operations engineer will work with DOTD operations staff to indentify and create specific incident response plans for use in the ATMS for all primary roadways to be equipped by 2013 with ITS field device types.

The consultant shall provide the DOTD a complete list of required system hardware equipment for each TMC location to operate the new ATMS software. The DOTD will procedure all required hardware equipment listed by the Proposer. The DOTD will coordinate with the Proposer on the shipping logistics and/or on-site installation of the equipment procured.

The Proposer shall create two levels of Interface Control Documents (ICDs), external and internal. External ICDs specify the interfaces to external systems that are not the responsibility of the Proposer to design furnish and install (i.e. MMS). Internal ICDs are those that are required for the design and integration of the system elements the Proposer is responsible for providing.

The ICDs shall establish and maintain compatibility at the common boundary between the subsystems, data elements, devices, and networks. The ICDs shall coordinate and control the

interface and shall be used for the purpose of change control at the interface point. The ICD specifications shall be tested by the Proposer and shall be part of Site Acceptance Testing (SAT).

### **Task 3 – ATMS Laboratory Testing and Software Licensing**

The Proposer shall develop and prepare an ATMS Laboratory Test Plan for each subsystem module, as well as the entire ATMS solution, and submit it to the Project Manager for approval. The purpose of this test is for the Proposer to demonstrate that their ATMS solution provides all the functional requirements and is operationally stable in a laboratory environment, prior to installation at the TMCs. The ATMS Laboratory Test Plan shall map and test all functional elements of the ATMS to demonstrate they are in conformance with the DOTD's Concept of Operations, Functional Requirements, the Proposers design documents, and ICDs. The ATMS Laboratory Test Plan shall include all procedures necessary to conduct the testing. The test shall be conducted by the Proposer, either at the Proposer's facility in Louisiana or at a facility agreed upon between the Proposer and DOTD in accordance with the approved test procedures. The DOTD must witness and approve the ATMS Laboratory Test for each subsystem, as well as the entire ATMS solution.

The Proposer shall provide the required support personnel, test equipment and test environment, and testing shall be conducted by the Proposer in accordance with the approved test procedures, design documents, and ICDs. Upon completion of this test, the Proposer shall submit a certified test report to the Project Manager for approval that details the results of the test. Upon the completion of any re-tests and approval of the ATMS Laboratory Test by the Project Manager, the Proposer shall be given the authorization to move forward to delivery of the ATMS.

The Proposer shall provide the applicable statewide software license to DOTD prior to the start of the Laboratory Testing.

### **Task 4 – ATMS Delivery**

The Proposer shall provide an ATMS Delivery Plan for review and approval by the DOTD Project Manager. This plan shall detail the sequence and process of the ATMS delivery at the TMCs. The Proposer shall not install the ATMS until the Delivery Plan is approved by the DOTD Project Manager and the Laboratory Tests are completed.

All local and regional TMCs shall have the ATMS installed during non-operational hours. The regional and statewide TMCs that function 24/7 shall have the ATMS installed between the period after the PM traffic peak (3:30 PM – 7:00 PM) and before the AM traffic peak (6:00 AM – 9:00 AM).

The Proposer is not permitted to take any ITS device type off-line for more than a 5 minute period during the installation.

The Proposer shall submit a delivery plan and receive approval by the Project Manager and TMC Supervisor a minimum of 14-days before the commencement of the ATMS at any TMC. The Proposer shall supply the Project Manager and TMC supervisor a delivery plan which details the

delivery tasks, personnel involved, and the duration of the tasks for the delivery. The Proposer shall not be permitted to work in any DOTD facility without a DOTD staff member present.

#### **Task 5 - ATMS Site Acceptance Testing (SAT)**

The Proposer shall develop and submit for approval by the Project Manager a SAT Plan for each subsystem module, as well as the entire ATMS solution for each TMC. The SAT shall be conducted by the Proposer at the TMCs in accordance with the approved delivery and test procedures. The DOTD must witness and approve the SAT for each subsystem, as well as the entire ATMS solution at each TMC. Upon the completion of any re-tests and approval of the TMC SAT by the DOTD, the Proposer shall be given the authorization to move forward to install the ATMS at another TMC.

#### **Task 6 - Training and Documentation**

The Proposer shall develop a structured training program that will be reviewed and approved by the Project Manager. This training program shall include formal instruction in all applicable components of the ATMS, as well as system administration and support. Training shall include, at a minimum, the following topics:

- System Operation Overview
- ATMS Administration
- System User
- Maintenance

The Proposer shall provide comprehensive training for the operation, audit, reconciliation, and maintenance of the ATMS. All training shall occur before the commencement of the Burn-in period. All staff shall be adequately trained by the Proposer as necessary in the ATMS application operations and maintenance at the following locations:

- Combined Statewide and Baton Rouge Regional TMC, Baton Rouge, LA
- Shreveport Regional TMC, Bossier City, LA
- New Orleans Regional TMC, New Orleans, LA
- Houma Local TMC, Houma, LA

The Proposer's program shall include formal and informal instruction, models, manuals diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands on classroom training supplemented with computer based training.

The Proposer shall anticipate training up to four (4) TMC operators and two (2) system support staff at each of the local and regional TMCs. The Proposer shall anticipate training up to eight (8) TMC operators and two (2) system support staff at the statewide and New Orleans TMCs.

During the training, the Proposer shall provide all final project documents to the DOTD, including, but limited to, all training and final system manuals (System, Administration, User

and Maintenance), all final system design documentation, all delivery diagrams and processes, applicable software code, completed testing reports (with the exception of the Burn-In Period report), delivery summaries, and warranty certificates for review and approval by the Project Manager.

Upon the completion of the operational and system support training, and the review and approval of all final system documentation, the Proposer shall be given written authorization to move forward to the 60-day Burn-in period.

### **Task 7 - 60-Day Burn-In-Period**

The objective of the Burn-In Period is to ensure that the ATMS functions on the DOTD hardware and network over a period of 60 days with limited manual intervention. It is intended to confirm that all field locations, integrations with all DOTD software and systems, and the network are sized and configured correctly and data is processed without interruption.

The Proposer shall develop and prepare the Burn-In Period Plan and submit it to the Project Manager for approval. The Burn-In Period shall map and verify that all functional elements of the ATMS provided by the Proposer can operate for at least 60 days with minimal manual intervention and remain in compliance with the DOTD's technical, operational and performance requirements and the final System Design Document as approved by the Project Manager.

The Burn-In Period Plan shall include all procedures necessary to operate the system by DOTD TMC operators. The Proposer shall provide a trouble ticket / reporting system to each TMC for documenting any system irregularities or anomalies during the Burn-in Period. The Project Manager will periodically witness the ATMS operators during this period. The results of the testing shall be subject to the DOTD's approval.

Upon completion of the Burn-In Period, the Proposer shall submit a certified test report to the DOTD for approval that details the results of the test for the ATMS. Upon the completion of any re-tests and approval of the Burn-In Period by the DOTD for the ATMS, the Maintenance/Warranty Period shall start.

### **Task 8 – Warranty and Maintenance**

The Proposer shall warranty the ATMS for a period of one (1) year from the date that the Burn-In Period at the final TMC location is approved and accepted in writing by the Project Manager. During the warranty period the Proposer shall perform all preventative, corrective, and emergency maintenance and repairs required to make the ATMS operate and meet the requirements of this Project.

The Proposer shall develop a detailed maintenance plan (MP) that covers all aspects of the maintenance operation and services to be provided. The maintenance plan shall be submitted to the Project Manager for approval, but no later than thirty (30) days prior to commencement of the maintenance period.



### **3      *Deliverables***

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

1. Project Management Plan
2. Project Schedule
3. Requirements Document
4. System Design and Development Plan
5. System/Software Design Document
6. Interface Control Documents
7. Laboratory Testing Plan
8. Statewide ATMS Software License
9. ATMS Delivery Plan
10. Site Acceptance Test Plan
11. Training Program
12. Testing Program
13. Final Documentation
14. Fully Operational ATMS Software

### **4      *Functional Requirements***

The Proposer shall meet the Functional Requirements of the ATMS, as described in Attachments VI and VII.

### **5      *Technical Requirements***

The Proposer shall meet the Functional Requirements of the ATMS, as described in Attachments VI and VII.

### **6      *Project Requirements***

The ATMS must have the functionality, capacity, and capability to meet all of the requirements contained in the Concept of Operations, Functional Requirements documents and the Proposers design.

The Proposer shall ensure adequate quality throughout all areas of this project including performance, design, procurement, development, integration, testing, training, and maintenance.

#### **Project Management Plan and Schedule**

The Proposer shall submit a project management plan to the DOTD for review and approval as indicated in the draft project schedule. The project management plan shall describe how the Proposer will implement and manage the project including staffing, scheduling, communication procedures for controlling all correspondence, submittals, and other communications between the Proposer and the DOTD.

As part of the project management plan, the Proposer shall establish and maintain an effective Quality Assurance (QA) program to ensure compliance with the contract. The Proposer's QA program must be submitted for review and approval to the Project Manager as indicated in the draft project schedule. The QA Program shall ensure adequate quality throughout all areas of this contract performance, including design, development, procurement, integration, testing, and maintenance. The Proposer shall detail their configuration management plan, as part of their project management plan.

The Proposer shall provide a final project schedule to the Project Manager for review and approval of the tasks associated with all phases of this project. The schedule, created in the latest version of MS Project, shall detail, at a minimum the tasks mentioned above, as well as all tasks/subtasks the Proposer requires to complete each phase of the RFP in a clear and efficient manner. In addition, the schedule should identify the deliverables listed in Section 3.

### **Project Meetings and Reports**

Project meetings will be at the DOTD's discretion, at a TMC location in the vicinity of the project. The DOTD hold the right to request any proposer's team member, or sub contractor, to attend. At a minimum, there will be a project progress meeting every two weeks for the duration of the project. During the active installation periods, a minimum of weekly installation meetings shall be held at a location chosen by the DOTD. For every project meeting the Proposer shall, at a minimum:

- Distribute notices of project meetings in accordance with document control requirements.
- Prepare the agenda in coordination with the DOTD.
- Attend the meeting with all required staff in attendance.
- Prepare draft minutes of the meeting and forward them to the DOTD within three (3) business days after the day of the meeting.
- Create and maintain an action item list to track and resolve all issues that are identified in meetings and who is responsible for providing information required to resolve an issue.

During every project meeting, the Proposer shall provide a monthly report. Three (3) business days prior to a monthly progress meeting, the Proposer shall submit an electronic monthly progress report for the previous month to the DOTD. The progress report shall, at a minimum, include the following components:

- A summary outlining progress, status, materials, and the percentage of work performed for each task in the project schedule during the previous month.
- A summary outlining progress, status, materials, and the percentage of work performed for each task in the project schedule during the current month.
- Key milestones met and/or missed in the period.
- Risk mitigation actions/recommendations.
- Recovery schedule.
- Comments for other significant events shall be included where appropriate.

## **User Training**

Training shall apply to all areas of the ATMS. The Proposer's program shall include formal and informal instruction, models, manuals, diagrams, and component manuals and catalogs as required.

Training shall be conducted by the Proposer in both the classroom and TMCs as appropriate for the personnel being trained.

The Proposer shall provide comprehensive training for the operation and maintenance of all ATMS subsystems including training for system administration, operation, maintenance, and system reporting.

The class size for all training shall be limited to ten (10) DOTD personnel.

The Proposer shall submit a master training plan and schedule for all training to include system operations, maintenance, administration, reporting, and disaster recovery at each TMCs. Prior to the initiation of any training, the Proposer must prepare and submit to the DOTD for review and approval a detailed Training Plan that illustrates how each of the training requirements will be provided.

## **System Engineering**

The Proposer shall apply FHWA ITS system engineering principles and processes to the engineering, designing, procuring, installing, testing and delivery of the ATMS to the DOTD that fully meets and/or exceeds all of the requirements contained in the Concept of Operations, Functional Requirements and the Proposers design. The system engineering process applies to software and hardware elements that are Proposers responsibility.

## **Warranty and Maintenance**

The Proposer shall warranty the ATMS for a minimum period of one (1) year from the date that the Burn-In Period at the final TMC location is approved and accepted in writing by the Project Manager. During the warranty and maintenance period, the Proposer shall perform all preventive and corrective maintenance and repairs required to make the ATMS operate and meet all the functional requirements as specified in the design. The Proposer shall supply a warranty and maintenance plan for review and approval by DOTD a minimum of one (1) month prior to the commencement of the maintenance period. The plan shall detail the Level of Service (LOS) to be provided by the Proposer.

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## ATTACHMENT II: CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

(Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: (required) \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

DATE

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## ATTACHMENT III: SAMPLE CONTRACT

### STATE OF LOUISIANA CONTRACT

#### STATEWIDE INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS)

**PLEASE NOTE:** Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:

Registration Link:

<http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/VndPubMain.asp>

Registration Help Links:

<http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>

Registration Help Desk: (225) 342-6349

On this \_\_\_\_\_ day of \_\_\_\_\_, 201X, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and **XXX, Inc., XXXXX City, State name, XXXXX**, hereinafter sometimes referred to as “Contractor”, do hereby enter into a Contract under the following terms and conditions.

#### 1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to DOTD as specified in Section 3.0.

#### 1.1 CONCISE DESCRIPTION OF SERVICES

The Contractor shall provide a documented procedure, design, delivery, testing, training and 1-year maintenance of an ATMS software solution that is in accordance with the Federal Highway Administrations (FHWA’s) System Engineering process for use at the DOTD TMCs. This solution shall conform to and include the requirements provided in Attachments VI and VII, as well as incorporate the design of incident response plans as solutions within the ATMS.

#### 1.2 COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I – Statement of Work

Attachment II – Hardware/Software Environment

Attachment III – Contractor Personnel and other Resources

Attachment IV – State Furnished Resources

#### 2.0 ADMINISTRATIVE REQUIREMENTS

#### 2.1 TERM OF CONTRACT

This Contract shall begin on **XXX 01, 201X**, and shall end on **XXX 31, 201X**, unless modified by an executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Manager of the Office of Contractual Review of the Division of Administration. DOTD has the right to extend this contract up to a total of three years with concurrence of the Contractor.

## 2.2 WARRANTIES

Contractor shall indemnify DOTD against any loss or expense arising out of any breach of any specified Warranty.

- A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (*spell-out*) (*n*) months thereafter.
- B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the DOTD, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the DOTD.
- C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with DOTD standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.
- D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.
- E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the DOTD, which after whatever investigation the DOTD may elect to make, may direct the Contractor not to use or incorporate any such components. If the DOTD does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the DOTD in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the DOTD for purposes of the contract.
- F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the DOTD. Excluded from this prohibition are identified and DOTD-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## 2.3 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

## 2.4 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work to complete this contract.

## 2.5 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the DOTD's premises, and externally for materials belonging to the DOTD or to the project. Contractor is responsible for reporting any breach of security to the DOTD promptly.

## **2.6 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's Federal Tax Identification Number is: XXXXXXXXXXXX.

## **2.7 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the DOTD's operations which are designated confidential by the DOTD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

## **3.0 TECHNICAL REQUIREMENTS**

### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

### **3.2 CONFIGURATION REQUIREMENTS**

Any software deliverable shall be designed and configured by the Contractor to operate within the DOTD's hardware, software, and networking environments as specified in Attachment II.

### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

- A. Provide Project Management – Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.
- B. Provide Project Work Plan -- Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both DOTD and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the DOTD before project payments are made.
- C. Provide Project Progress Reports – Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the DOTD, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the contractor's performance since the preceding report, including the products delivered, descriptions of the problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work Plan.
- D. Provide Time Sheets – Accompanying each Progress Report, the Contractor shall submit time sheets to the DOTD Project Manager indicating effort expended and work performed by each member of its, or its subcontractor's staff, participating in this Contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by the Work Plan task.
- E. Provide Issue Control – Contractor will develop and implement with DOTD approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

DOTD reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the DOTD.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

- A. Project Manager: Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. Key Personnel: Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment II of this contract.
- C. Personnel Changes and/or Substitutions: Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the DOTD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any DOTD or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this Contract, outside the DOTD's or Contractor's reasonable control, as the case may be, the DOTD or Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the Work Plan.
- D. Other Resources: Contractor will provide other resources as specified in Attachment III of this Contract.

### **3.6 DOTD PROJECT MANAGER**

DOTD shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. The Project Manager is identified in Attachment IV of this Contract. Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

### **3.7 DOTD FURNISHED RESOURCES**

DOTD will make available to the Contractor for use in fulfillment of this Contract those resources described in Attachment IV of this Contract.

### **3.8 DOTD STANDARDS AND GUIDELINES**

Contractor shall comply with DOTD standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of DOTD resources described in Attachment II of this Contract.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, DOTD shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the DOTD will be compatible with the DOTD's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be the Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the DOTD's current desktop applications as described in Attachment II of this Contract.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

- A. General: Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in DOTD-approved design documents developed within this Project, and in the accepted final documentation.
- B. Submittal and Initial Review: Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the DOTD Project Manager will use best efforts to review the



Deliverable within five (5) business days after the Deliverable is presented to the DOTD Project Manager, but in no event later than ten (10) business days after the Deliverable is presented to the DOTD Project Manager. Within the applicable period, the DOTD Project Manager will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

- C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If DOTD disapproves a Deliverable, DOTD will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.
- D. Resubmitting Corrected Deliverables: With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the DOTD Project Manager will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the DOTD disapproves that Deliverable, the DOTD will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the DOTD for each activity is contingent upon correction of all such deficiencies and acceptance by the DOTD.
- E. Payment of Retainage Based on Acceptance. Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, DOTD hereby agrees to pay to Contractor a maximum fee of **\$1,500,000** for the term of this Contract. Payments will be made only on approval of the DOTD Project Manager.

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

- Familiarization with Existing Systems – 3%
- System Design – 15%
- ATMS Laboratory Testing – 15%
- Delivery / SAT Completion – 32%
  - Baton Rouge Acceptance – 8%
  - New Orleans Acceptance – 8%
  - Shreveport Acceptance – 8%
  - Houma Acceptance – 8%
- Training and Documentation – 5%
- 60-Day Burn-in Period Completion - 25%
- Warranty and Maintenance – 5%

The original and two copies of the invoice reflecting the amount and value of work, accomplished to the date of such submission shall be submitted directly to the DOTD Project Manager. The original invoice must be signed by the Contractor. The invoice shall also show the total of previous payments because of the contract, and the amount due and payable as of the date of the current invoice. The last invoice that is submitted must say "FINAL INVOICE".

Upon receipt and approval of each invoice, the DOTD shall pay the amount shown to be due and payable within thirty (30) days. Interest due by the DOTD for late payments shall be in accordance with LA R.S. 39:1695.

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

The DOTD may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this contract; provided that the Contractor shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

### **6.2 TERMINATION FOR CONVENIENCE**

The DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **8.0 AVAILABILITY OF FUNDS**

### **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this Contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this Contract shall become the property of the DOTD. All such software, records, worksheets or materials shall be delivered to the DOTD within thirty (30) days of the completion or termination of this Contract.

## **10.0 NONASSIGNABILITY**

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the DOTD, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this Contract. Contractor shall comply with federal and/or DOTD laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this Contract and the funds expended hereunder for at least three (3) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract.

### **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, for the State of Louisiana.

### **14.0 FUND USE**

Contractor agrees to not use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **15.0 NON-DISCRIMINATION**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this Contract.

### **16.0 INDEMNIFICATION & LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the DOTD and its authorized users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DOTD.

Contractor shall indemnify, defend and hold the DOTD and its authorized users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DOTD shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the DOTD or its authorized users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) authorized user's unauthorized modification or alteration of a Product; ii) authorized user's use of the Product in combination with other products not furnished by Contractor; iii) authorized user's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the authorized user's exclusive remedy to take action in the following order of precedence: (i) to procure for the DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the DOTD up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The DOTD and authorized user may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **17.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the DOTD for any breach in the performance of the Contractor's duties.

#### **18.0 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana DOTD agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either or them, or in

such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all Subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

#### **19.0 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **20.0 CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### **21.0 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### **22.0 HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of the contractual language.

#### **23.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposals and addenda issued thereto by the DOTD, the proposal submitted by the Contractor in response to the DOTD's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

**CONTRACTOR**

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Federal Identification Number

**WITNESSES**

**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

\_\_\_\_\_

BY: \_\_\_\_\_  
Secretary

\_\_\_\_\_

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_  
Division Head

## **RFP ATTACHMENT III - SAMPLE CONTRACT**

**(This document will be adjusted appropriately with pertinent information applicable to the resulting RFP Contract during contract negotiations.)**

### **ATTACHMENT I STATEMENT OF WORK**

#### **1.0 INTRODUCTION**

*[ State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]*

#### **2.0 DESCRIPTION OF SERVICES/TASKS**

*[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]*

#### **3.0 SCHEDULE REQUIREMENTS**

*[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]*

#### **4.0 PERFORMANCE MEASURES AND MONITORING PLAN**

*[Describe the performance measures to be taken during the project and monitoring plan.]*

#### **5.0 DELIVERABLES**

Contractor agrees to provide the following deliverables within the time frames specified herein:

*[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]*

Examples are as follows:

<b>Examples of Deliverables</b>	
<b>Deliverable</b>	<b>Description</b>
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies.

	information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results,



	and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## 5.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

## **RFP ATTACHMENT III - SAMPLE CONTRACT**

**(This document will be adjusted appropriately with pertinent information applicable to the resulting RFP Contract during contract negotiations.)**

### **ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

#### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

*[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]*

#### **2.0 SPECIAL REQUIREMENTS**

*[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]*

#### **3.0 STANDARDS AND GUIDELINES**

*[List here references to applicable standards and/or guidelines or indicate "NONE".]*

*[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should take steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]*

## **RFP ATTACHMENT III - SAMPLE CONTRACT**

**(This document will be adjusted appropriately with pertinent information applicable to the resulting RFP Contract during contract negotiations.)**

### **ATTACHMENT III CONTRACTOR PERSONNEL AND OTHER RESOURCES**

#### **1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name/Company Responsibilities/Classification Rate Expected Duration

...  
...  
...  
...

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

#### **2.0 PC WORKSTATIONS**

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

#### **3.0 NETWORK CONNECTIVITY**

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **RFP ATTACHMENT III - SAMPLE CONTRACT**

**(This document will be adjusted appropriately with pertinent information applicable to the resulting RFP Contract during contract negotiations.)**

### **ATTACHMENT IV STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

#### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contact for this contract on behalf of the State.

#### **2.0 TECHNICAL STAFF**

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

#### **3.0 FUNCTIONAL STAFF**

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director.

#### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

#### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

## **RFP ATTACHMENT III - SAMPLE CONTRACT**

**(This document will be adjusted appropriately with pertinent information applicable to the resulting RFP Contract during contract negotiations.)**

### **ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS**

#### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **4.0 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the

Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

## 5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

## 6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 7.0 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

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## ATTACHMENT IV: SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT  
BETWEEN THE LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT  
AND  
ATMS VENDOR

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
(or solicitation #)

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_ is by and between the State of Louisiana Department of Transportation and Development (hereinafter "Licensee"), with offices at 1201 Capitol Access Road, Baton Rouge, LA 70804

and

ATMS VENDOR with an office at \_\_\_\_\_, (hereinafter "Licensor"),

and provides for the licensing of certain software that Licensor has developed consisting of a computer controlled transportation management system known as the "SOFTWARE SYSTEM TITLE" (the "Software") which is divided into modules for various applications which, through communication links and modems, can be linked with the various ITS and traffic control devices installed on the Licensee's network.

In consideration of the license fee to be paid by Licensee for those certain modules of the Software that are described in Schedule A hereof, as such Schedule A may be amended or supplemented from time to time by supplemental agreement, the parties agree to the terms and conditions below as a licensing agreement for such modules.

### Article 1 LICENSE:

1.1 Software License. Licensor grants to the Licensee a non-exclusive, royalty-free, perpetual license for use of the Licensor Owned Software modules described in Schedule A for all existing and future Transportation Management Centers and affiliated offices operated by LADOTD. Licensee shall not copy, sublicense, re-sell, supply, transfer or assign the Licensor-Owned Software to any other entity or person.

1.2 Such Licensor-Owned Software license shall include in its meaning the Software modules described in Scheduled A and including; (i) and Software Modifications and Maintenance Releases that are developed by the Licensor or its subcontractors during the term of this Agreement; (ii) and all materials, documentation and technical information provided to the Licensee in written form and for use in connection with the Licensor – Owned Software described in Schedule A.

**Article 2**  
**TERM OF AGREEMENT:**

2.1 This Agreement is effective upon the signature of both parties on the date of \_\_\_\_\_, \_\_\_, 20\_\_ and will end no later than the date of \_\_\_\_\_, \_\_\_, 20\_\_ unless otherwise terminated in accordance with the termination provisions of this agreement.

**Article 3**  
**APPLICABLE LAW:**

3.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**Article 4**  
**INDEMNIFICATION AND LIMITATION OF LIABILITY:**

4.1 Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

4.2 Vendor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Vendor, its agents, employees, partners or subcontractors in the performance of this agreement, without limitation; provided, however, that the Vendor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

4.3 Vendor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Vendor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Vendor's sole expense, and (iii) assistance in the defense of any such action at the expense of Vendor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Vendor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.



4.4 The Vendor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material or Service; ii) State's use of the Service in combination with other products, materials, or services not furnished by Vendor; iii) State's use in other than the specified operating conditions and environment.

4.5 In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Vendor believes that it may be enjoined, Vendor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Agreement.

4.6 For all other claims against the Vendor where liability is not otherwise set forth in the Agreement as being without limitation, and regardless of the basis on which the claim is made, Vendor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Agreement, or two (2) times the charges for services rendered by the Vendor under the Agreement.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Vendor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

4.7 The State may, in addition to other remedies available to them at law or equity and upon notice to the Vendor, retain such monies from amounts due Vendor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **Article 5 CODE OF ETHICS:**

5.1 The Vendor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the contracting Party in the performance of services called for in this agreement. The Vendor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

## **Article 6 WAIVER:**

6.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties

**Article 7**  
**HEADINGS:**

7.1 Descriptive headings in this agreement are for convenience only and shall not affect the construction of this agreement or meaning of contractual language.

**Article 8**  
**ASSIGNMENT OF AGREEMENT:**

8.1 No Vendor shall assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Vendor from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**Article 9**  
**AGREEMENT CONTROVERSIES:**

9.1 Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

**Article 10**  
**RIGHT TO AUDIT:**

10.1 The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the agreement for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**Article 11**  
**COMPLETE AGREEMENT:**

11.1 This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

**Article 12**  
**AGREEMENT MODIFICATIONS:**

12.1 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.

**Article 13**  
**SEVERABILITY:**

13.1 If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

**Article 14**  
**TAXES:**

14.1 Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in Attachment\_\_\_\_\_.

14.2 Vendor agrees that all applicable taxes are included in the schedule pricing. The Vendor's federal tax identification number is\_\_\_\_\_.

**Article 15**  
**TERMINATION FOR CONVENIENCE:**

15.1 The State may terminate this Agreement at any time by giving thirty (30) days written notice to Vendor of such termination or negotiating with the Vendor an effective date.

**Article 16**  
**TERMINATION FOR CAUSE:**

16.1 The State may terminate this agreement for cause based upon the failure of Vendor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Vendor written notice specifying the Vendor's failure. If within thirty (30) days after receipt of such notice, the Vendor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Vendor in default and the Agreement shall terminate on the date specified in such notice.

16.2 The Vendor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Vendor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**Article 17**  
**TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

17.1 The continuation of this agreement is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the agreement. If the legislature fails to

appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17.2 Vendor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

## **Article 18 SECURITY:**

18.1 Vendor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Vendor, accordingly. Vendor is responsible for promptly reporting to the State any known breach of security.

## **Article 19 CONFIDENTIALITY:**

19.1 The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

19.2 All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Vendor in order to carry out this Agreement or which becomes available to the Vendor in carrying out this Agreement, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Vendor. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Vendor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Vendor's possession, is independently developed by the Vendor outside the scope of the agreement, or is rightfully obtained from third parties.

**Article 20**  
**COMPLIANCE WITH CIVIL RIGHTS LAWS:**

20.1 The Vendor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Vendor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Vendor agrees not to discriminate in its employment practices, and will render services under this Agreement and any agreement entered into as a result of this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Vendor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any agreement entered into as a result of this Agreement.

**Article 21**  
**PAYMENT:**

21.1 The Vendor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Vendor in accordance with the payment terms agreed to in Attachment \_\_\_\_\_.

**Article 22**  
**USE OF AGENCY'S FACILITIES:**

22.1 Any property of the State furnished to the Vendor shall be used only for the performance of this Services Agreement.

22.2 The Vendor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Vendor or which results from the failure on the part of the Vendor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Vendor. Upon the happening of loss, or destruction of, or damage to property of the State, the Vendor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

22.3 The Vendor shall surrender to the State Agency all property of the State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Vendor under this Article shall include any of its employees, agents, or subcontractors.

**Article 23**  
**LATE PAYMENTS:**

23.1 Interest due by a State agency for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

**Article 24**  
**COMMENCEMENT OF WORK:**

24.1 No work shall be performed by Vendor and the State shall not be bound until such time as this Agreement is fully executed between the State Agency and the Vendor and all required approvals are obtained.

**Article 25**  
**SUBCONTRACTORS:**

25.2 The Vendor may enter into subcontracts with third parties for the performance of any part of the Vendor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Vendor to the State and/or State Agency for any breach in the performance of the Vendor's duties. The Vendor will be the single point of contact for all subcontractor work.

**Article 26**  
**WARRANTIES:**

26.1 Licensor warrants for one (10 year from installation that the Licensor-Owner Software will operate according to the specification published by the Licensor as of the date of this license. If it is determined that the Licensor-owned Software does not operate according to such specifications, Licensor's only responsibility will be to apply best efforts in accordance with acknowledged best industry practices and standards to sure the non-conformance. In the event Licensor does not correct or cure such nonconformity after it has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as license fee for the Licensor Owned Software. Licensor shall not be obligated to correct, cure, or otherwise remedy and nonconformity in the Licensor Owned software if Licensee has made any changes whatsoever to the Licensor Owned Software, if the Licensor Owned Software has been misused or damaged in any respect, or if Licensee has not reported to Licensor the existence and nature of such nonconformity promptly upon discovery thereof. After the expiration of the warranty period, and if requested by Licensee, Licensor my, it is desires, provide maintenance services for the Licensor Owned Software at he Licensor's established prices.

26.2 *No Surreptitious Code Warranty.* Vendor warrants that Vendor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

26.3 Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Article 27 INSURANCE:**

27.1 Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

27.2 Vendor's Insurance: The Vendor shall not commence work under this agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Vendor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Vendor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

27.3 Compensation Insurance: Before any work is commenced, the Vendor shall maintain during the life of the agreement, Workers' Compensation Insurance for all of the Vendor's employees employed at the site of the project. In case any work is sublet, the Vendor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Vendor. In case any class of employees engaged in work under the agreement at the site of the project is not protected under the Workers' Compensation Statute, the Vendor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

27.4 Commercial General Liability Insurance: The Vendor shall maintain during the life of the agreement such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the agreement, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Vendor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

27.5 Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein

elsewhere required to be furnished by the Vendor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the agreement included therewith.

27.6 Licensed and Non-Licensed Motor Vehicles: The Vendor shall maintain during the life of the agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the agreement on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

27.7 Subcontractor's Insurance: The Vendor shall require that any and all subcontractors, which are not protected under the Vendor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Vendor.

## **Article 28**

### **FUND USE:**

28.1 Vendor agrees not to use agreement proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **Article 29**

### **AGREEMENT MODIFICATIONS:**

29.1 No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by all parties and approved as required by law. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.

29.2 Changes to the agreement include any change in a) compensation; b) beginning/ending date of the agreement; c) scope of work; and/or d) Vendor change through the assignment of agreement process. Any such changes, once approved, will result in the issuance of an amendment to the agreement.

## **Article 30**

### **PAYMENT TERMS:**

30.1 The Vendor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Vendor in accordance with the payment terms agreed to in the Agreement.



**Article 31**  
**DELIVERABLES:**

31.1 Vendor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

**Article 32**  
**OWNERSHIP:**

32.1 All records, reports, documents, or other material related to this agreement and/or obtained or prepared by Vendor in connection with the performance of the services and/or goods contracted for herein shall become the property of State, and shall, upon request, be returned by Vendor to State, at Vendor's expense, at termination or expiration of this agreement.

**Article 33**  
**WAIVER:**

33.1 Waiver of any breach of any term or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

**Article 34**  
**LICENSES AND PERMITS:**

34.1 Vendor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this agreement, if applicable.

**Article 35**  
**COMPLETE AGREEMENT:**

35.1 This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this agreement. This agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

**Article 36**  
**ORDER OF PRECEDENCE:**

36.1 The Request for Proposals (RFP), dated \_\_\_\_\_, and the Vendor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the RFP and/or the

Vendor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Vendor's Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and, IN WITNESS THEREOF, the parties have executed this Agreement.

WITNESSES' SIGNATURES:

VENDOR SIGNATURE:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
and, IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

\_\_\_\_\_ By:\_\_\_\_\_

\_\_\_\_\_ Title\_\_\_\_\_

Phone No.:\_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Purchasing

Date: \_\_\_\_\_

Schedule A  
ATMS SOFTWARE License Agreement with LADOTD  
Date: \_\_\_\_\_

<b>ATMS SOFTWARE Module Name</b>	<b>ATMS SOFTWARE Module Description</b>
Camera Control Module	Provides the ability to select CCTV for viewing and PTZ from the operator workstation
Dynamic Message Sign Module	Provides the ability to manage NTCIP capable Dynamic Message Signs from the operator workstation.
ect.	

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**ATTACHMENT V: PRICE PROPOSAL**

The Proposer shall submit the completed below price proposal and submit it with their proposal.

**CONTRACTORS NAME:**

**CONTRACTORS POINT OF CONTACT:**

**POINT OF CONTACT TELEPHONE NUMBER:**

<b>Task Number</b>	<b>Task Description</b>	<b>Unit</b>	<b>Price</b>
Task 1	Familiarization with Existing Systems	LS	
Task 2	System Design	LS	
Task 3	ATMS Laboratory Testing	LS	
	Statewide ATMS Software License	LS	
Task 4 / Task 5	ATMS Delivery	LS	
	ATMS Site Acceptance Testing (SAT)		
Task 6	Training and Documentation	LS	
Task 7	60 Day Burn-In-Period	LS	
Task 8	1-Year Complete Warranty	LS	
	1-Year Maintenance	LS	
	Direct Expenses (Travel related expenses)	LS	
<b>TOTAL</b>			<b>\$</b>

The Grand total cost provided will be the cost evaluated for Item 6 (Cost) in 6.3 Evaluation and Review.

**NOTE:** (If applicable) All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at: <http://www.state.la.us/osp/travel/travelOffice.htm>.

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**ATTACHMENT VI: ATMS CONCEPT OF OPERATIONS**

PDF ATMS CONCEPT OF OPERATIONS

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## **ATTACHMENT VII: ATMS FUNCTIONAL REQUIREMENTS**

PDF ATMS FUNCTIONAL REQUIREMENTS

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## **ATTACHMENT VIII: ATMS COMPLIANCE MATRIX**

PDF ATMS COMPLIANCE MATRIX  
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